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FILED

SEP 12 2022

CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Jesus Cerdà,

Plaintiff,

vs.

ALL Y FINANCIAL
CAPITAL ONE BANK USA NA
COMENITY BANK EXPRESS
CREDIT ONE BANK NA
DISCOVER BIN SVCS LLC
ISAC
MACYS/DSNB
SYNBC/CARE CREDIT
ABILITY RECOVERY SERVICE
CONVERGENT OUTSOURCING
COMCAST
JEFFERSON CAPITAL SYST
AES/SUNTRUST BANK
ILL STUDENT ASST. CO
EXPERIAN
TRANS UNION LLC
EQUIFAX
DOES 1-10

Defendants.

COMPLAINT

Plaintiff, Jesus Cerda, individually hereby sues Defendants for violations of the FDCPA 15 USC §1692, violations of the FCRA 15 USC §1681, and the California Rosenthal Fair Debt Collection Practices Act Civil Code 1788. Plaintiff contends that the Defendants have violated Plaintiffs consumer protections and such laws by parking or squatting in his credit report(s) repeatedly harassing Plaintiff in attempts to collect alleged but nonexistent consumer debt.

JURISDICTION AND VENUE

1. Jurisdiction of this Court arises under 15 U.S.C. §1692k(d), 15 U.S.C. §1681p, California Stat. § 1788, and supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. §1337. Jurisdiction arises under Cal. Civ. Pro. §410.10. Defendant conducts business in the state of California and therefore, personal jurisdiction is established.

2. Venue is proper pursuant to 28 U.S.C. §1331 and Cal. Civ. Pro. §395(a). Venue in this District is proper in that the Plaintiff resides here, the Defendants transact business here, and the conduct complained of occurred here.

PARTIES

3. Plaintiff, Jesus Cerdá, (“CUPP”) is a natural person and is a resident of Sonoma County, California.

4. Upon information and belief Defendant ALLY FINANCIAL, 200 Renaissance Ctr #BO, Detroit, MI 48243 is being sued as a corporate person.

5. Upon information and belief Defendant CAPITAL ONE BANK USA NA, PO Box 31293, Salt Lake City, UT 84131, is being sued as a corporate person.

6. Upon information and belief Defendant CAPITAL ONE BANK USA NA, PO Box 31293, Salt Lake City, UT 84131, is being sued as a corporate person.

1 7. Upon information and belief Defendant CREDIT ONE BANK NA, PO Box
2 98875, Las Vegas, NV 89193, is being sued as a corporate person.

3 8. Upon information and belief Defendant DISCOVER BIN SVCS LLC, aka
4 DISCOVER BANK, PO Box 15316, Wilmington, DE 19850, is being sued as a corporate
5 person.
6

7 9. Upon information and belief Defendant ISAC aka Illinois Student Assistance
8 Commission, 1755 Lake Cook Rd #K1, Deerfield, IL 60015, is being sued as a corporate person.
9

10 10. Upon information and belief Defendant MACYS/DSNB aka Macys Department
11 Stores National Bank, 911 Duke Blvd, Mason OH 45040, is being sued as a corporate person.
12

13 11. Upon information and belief Defendant SYNBC/CARE CREDIT, 950 Forrer
14 Blvd, Kettering, OH 45420, is being sued as a corporate person.
15

16 12. Upon information and belief Defendant ABILITY RECOVERY SERVICES, PO
17 Box 4031, Wyoming, PA 18644, is being sued as a corporate person.
18

19 13. Upon information and belief Defendant CONVERGENT OUTSOURCING aka
20 COMCAST, 800 SW 39th Street, Renton, WA 98057, is being sued as a corporate person.
21

22 14. Upon information and belief Defendant JEFFERSON CAPITAL SYST, 16
23 McLeland Rd, Saint, Cloud, MN 56303, is being sued as a corporate person.
24

25 15. Upon information and belief Defendant AES/SUNTRUST BANK, PO Box
26 61047, Harrisburg, PA 17106, is being sued as a corporate person.
27

28 16. Upon information and belief Defendant ILL STUDENT ASST. CO, 1755 Lake
Cook Rd, Deerfield, IL 60015-3572, is being sued as a corporate person.
29

30 17. Upon information and belief the above 13 Defendants are Credit Furnishers
hereinafter DEFENDANT FURNISHERS, and submit and report data to the below three
31

1 Defendants, hereinafter Credit Reporting Agencies, known as CRA's. "consumer reporting
2 agency," as defined in 15 USC § 1681(f).

3 18. Experian Information Solutions, Inc. c/o CT Corporation System, 330 N. Brand
4 Blvd, STE 700, Glendale, CA 91203, being sued in its corporate capacity.

5 19. TransUnion, 2 Baldwin Place, P.O. Box 2000, Chester, PA 19022, being sued in
6 its corporate capacity.

7 20. Equifax Information Services, LLC, 211 Perimeter Center Pkwy #300, Atlanta,
8 GA 30346, being sued in its corporate capacity.

9 21. Upon information and belief, Credit furnishers and reporting agencies are
10 regularly engaged in the business of assembling, evaluating, and disbursing information
11 concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. §
12 1681(d) to third parties.

13 22. Upon information and belief, Credit furnishers disburses such consumer reports
14 to third parties under contract for monetary compensation.

15 23. Does 1-10, are persons unknown at this time, are being sued in their individual
16 and corporate capacity.

17 24. Defendants are debt collectors, subject to the Fair Debt Collection Practices Act,
18 15 U.S.C. §1692a(6) ("FDCPA").

19 25. Defendants are entities which collects debts, bringing it within the ambit of the
20 California Rosenthal Fair Debt Collection Practices Act Civil Code 1788 ("CFDPCA").

21 **FACTUAL ALLEGATIONS**

22 26. Plaintiff is a consumer per 15 U.S.C. §1692a(3) & 15 U.S.C. §1681a(c).

23 27. Defendants are debt collectors per 15 U.S.C. §1692a(6).

1 28. Experian, TransUnion, and Equifax are consumer reporting agencies (CRA)
2 defined by 15 U.S.C. §1681a(f).

3 29. “Furnishes” are sources that provide credit information to credit reporting
4 agencies. Gorman v. Wolpoff & Abramson, LLP, 584 F.3d 1147, 1153 (9th Cir 2009). Under
5 FCRA, “furnishers” have the duty to investigate and/or correct inaccurate information, and an
6 individual may bring a private cause of action to sue a furnisher for its failure to fulfill those
7 duties. 15 U.S.C 1681s-2(b) Nelson v. Chase Manhattan Mort. Corp., 282 F.3D 1057, 1060 (9th
8 Cir. 2002).

9 30. Plaintiff discovered around May 2021 that DEFENDANT FURNISHERS had
10 been reporting false, incorrect, and inaccurate information to the Defendant CRA’s.
11

12 31. On information and belief DEFENDANT FURNISHERS have ‘parked’ or
13 ‘squatted’ on Plaintiff’s Credit Reports in violation of Regulation F § 1006.30(a).

14 32. On April 30, 2022 Plaintiff filed a Notice of Dispute via certified mail with the
15 DEFENDANT FURNISHERS, requesting validation and verification per 15 U.S.C 1692g of
16 purported consumer debt. DEFENDANT FURNISHERS have never responded.
17

18 33. On June 12, 2022 Plaintiff pulled a copy of his credit reports showing no
19 corrections to inaccurate data being reported by DEFENDANT FURNISHERS and Defendant
20 CRA’s, also showing no notice of disputes.
21

22 34. On June 12, 2022 Plaintiff filed a dispute with the Defendant CRA’s, via certified
23 mail, requesting they provide a description of the investigation procedure for all items, to provide
24 Plaintiff with the source of information for all items, to send Plaintiff all information in
25 Plaintiffs consumer **FILE**, to send Plaintiff an updated copy of Plaintiffs credit report, after these
26 dispute adjustments, send Plaintiff a copy of the **ACDV** forms sent to the furnishers and the
27 return forms, **AUDs**, received back by you.
28

1 35. Defendant CRA's have a duty to respond as requested and the CRA's never
2 responded to any of the above requirements.

3 36. The DEFENDANT FURNISHERS, have a duty and obligation to accurately
4 furnish data and information to the Defendant reporting agencies (CRA) EXPERIAN,
5 EQUIFAX, AND TRANSUNION. DEFENDANT FURNISHERS have a duty to ensure they are
6 properly furnishing accurate data and information and to comply with the Consumer Protection
7 Laws.

8 37. The DEFENDANT FURNISHERS, and EXPERIAN, EQUIFAX, AND
9 TRANSUNION have a duty and obligation to report accurately the data and information they
10 share with their clients and the public.

11 38. The Defendants furnishers, EXPERIAN, EQUIFAX, AND TRANSUNION have
12 an information sharing agreement, between themselves, meaning that at any time any or all three
13 Defendants can see or monitor the data or information they are reporting to the public.

14 39. In this case, The Defendants, EXPERIAN, EQUIFAX AND TRANSUNION, by
15 and through the DEFENDANT FURNISHERS, have continually reported incorrect and
16 inconsistent data to include, but not limited to: date account opened, amount owed, amount past
17 due, account status, payment status, amount past due, monthly payment, and seven year payment
18 history.

19 40. On August 23, 2022 Plaintiff again pulled a copy of his credit reports showing no
20 corrections to inaccurate and disputed data being reported by DEFENDANT FURNISHERS and
21 Defendant CRA's, also showing no notice of disputes.

22 41. Again, not once did defendants EXPERIAN, EQUIFAX, AND TRANSUNION
23 show in their reports that any of the debts were disputed.
24
25

1 42. As a result of the inaccurate credit reporting, Plaintiff has suffered
2 damages, including, but not limited to: Delayed purchasing of an automobile; Delayed in
3 establishing his own residence; Monies lost by attempting to fix his credit; Loss of time.

4 43. All conditions precedent to the filing of this action have occurred.

5 44. Plaintiff has standing pursuant to Article III of the United States Constitution
6 because he has suffered an injury in fact, the injury in fact is traceable to the challenged conduct
7 of Defendants' actions described herein, and Plaintiff's injury in fact is likely to be redressed by
8 a favorable judicial decision in this court.

9 45. Plaintiffs' injury is in fact both particular and concrete because he has suffered an
10 invasion of a legally protected interest that is concrete because, particularized and actual or
11 imminent. By way of example, Plaintiff has spent a tremendous amount of time and energy to
12 research Defendants, the FDCPA, the FCRA has incurred time and expenses to fix the errors on
13 his consumer reports. Defendants acted with the willful and malicious intent to injure and cause
14 harm to Plaintiff.

15 46. Upon information and belief, as cited in the Supreme Court Decision, "The
16 irreducible constitutional minimum of standing consists of three elements: injury in fact,
17 causation and redressability. (See Lujan v. Defendants of Wildlife, 504 U.S. 555, 560-1, 112 S.
18 Ct 2130, 119 L.Ed.2d 351 (1992)).

19 47. Plaintiff is within the statute of limitations pursuant to the FDCPA 1692k(a) and
20 FCRA 1681p, as Plaintiff first discovered the conduct by Defendants in 2021, and Defendants
21 actions and damages are continuing to this day, even as to the filing of this Complaint,
22 Defendants continue to "incorrectly misreport and misrepresent" inaccurate information to the
23 public and damage Plaintiff and thus Plaintiff's claims are not time-barred. Defendants' actions
24 were willful and reckless disregard of the FCRA. Defendants had ample opportunity to rectify.

COUNT I**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C.
§1692e(2), (5), (8) and (10) BY ALL DEFENDANTS.**

48. Plaintiff alleges and incorporates the information in all previous paragraphs.

49. Plaintiff is a consumer per 15 U.S.C. §1692a(3).

50. Defendants are debt collectors per 15 U.S.C. §1692a(6).

51. Defendants continued to attempt to collect an unknown consumer debt, even after
7
8 demand for validation per 15 U.S.C. §1692g. (reporting to a credit bureau is “collection activity”
9 that must cease until § 1692g(b) verification is provided).

10 52. Defendants continued to report this debt on Plaintiffs credit report to all three
11 CRA’s, not showing the debt was disputed per 15 U.S.C. §1692g.

12 53. Defendants violated 15 U.S.C. §1692e(2) The false representation of – (A) the
13 character, amount, or legal status of any debt.

15 54. Defendants violated 15 U.S.C. §1692e(5) The threat to take any action that cannot
16 legally be taken or that is not intended to be taken.

17 55. Defendants violated 15 U.S.C. §1692e(8) Communicating or threatening to
18 communicate to any person credit information which is known or which should be known to be
19 false, including the failure to communicate that a disputed debt is disputed.

21 56. Defendants violated 15 U.S.C. §1692e(10) The use of any false representation or
22 deceptive means to collect or attempt to collect any debt or to obtain information concerning a
23 consumer.

25 57. Defendants violated 15 U.S.C. §1692e(11) The failure to disclose in the initial
26 written communication with the consumer that the debt collector is attempting to collect a debt
27 and that any information obtained will be used for the purpose.

1 WHEREFORE, Plaintiff respectfully requests that judgment be entered against all
2 defendants, jointly and severally; for the following:

- 3 A. Statutory damages pursuant to 15 U.S.C. §1692k; \$1,000 for each Defendant;
4 B. General/Actual damages to be determined at trial;
5 C. Costs and reasonable attorney fees pursuant to 15 U.S.C. §1692k;
6 D. For such other and further relief as the court may deem just and proper.

7 **COUNT II**

8 **VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C.
9 §1692g(a) BY ALL DEFENDANTS.**

10 58. Plaintiff alleges and incorporates the information in all previous paragraphs.

11 59. Plaintiff is a consumer per 15 U.S.C. §1692a(3).

12 60. Reporting to the CRA's is an initial communication.

13 61. Reporting to the CRA's is an attempt to collect a debt. 15 U.S.C. §1692g(b).

14 62. Filing a notice of dispute per 15 USC §1692g(b) puts a duty and obligation for a
15 creditor or debt collector to stop any further attempts to collect debt until such debt is validated.

16 63. Reporting to the CRA's invokes duty and obligation under 15 U.S.C. §1692g(a),
17 to contact the consumer within five days with a written notice giving the consumer a chance to
18 dispute the debt under 15 U.S.C. §1692g(b).

19 64. Not once did the reporting by CRA's inform the public the debt is disputed.

20 65. Neither Defendant performed their known duty and obligation to contact Plaintiff.

21 66. Defendants violated 15 U.S.C. §1692e(11) The failure to disclose in the initial
22 written communication with the consumer that the debt collector is attempting to collect a debt
23 and that any information obtained will be used for the purpose.

25 WHEREFORE, Plaintiff respectfully requests that judgment be entered against all
26 defendants, jointly and severally; for the following:

- 27 A. Statutory damages pursuant to 15 U.S.C. §1692k; \$1,000 for each Defendant;
28 B. General/Actual damages to be determined at trial;
C. Costs and reasonable attorney fees pursuant to 15 U.S.C. §1692k;
D. For such other and further relief as the court may deem just and proper.

COUNT III

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681s-2(b)
BY ALL DEFENDANTS'.**

67. Plaintiff alleges and incorporates the information in all previous paragraphs.

68. Plaintiff is a consumer per 15 U.S.C. §1681a(c).

69. Defendants **EXPERIAN, TRANSUNION, EQUIFAX** are "Credit Reporting

Agencies" or CRA's per 15 U.S.C. §1681a(f).

70. DEFENDANT FURNISHERS are entities who, regularly and in the course of business, furnishes information to one or more consumer reporting agencies about its transactions or experiences with any consumer and therefore constitutes a “furnisher” as codified at 15 U.S.C. § 1681s-2.

71. DEFENDANT FURNISHERS published false and inaccurate information about Plaintiff owing a debt, to Experian, Equifax and TransUnion and through Experian, Equifax and TransUnion to Plaintiff's potential lenders and the world at large.

72. DEFENDANT FURNISHERS violated 15 U.S.C. § 1681s-2(b) by failing to fully and properly investigate Plaintiff's dispute of the alleged debt owed; by failing to review all relevant information regarding same; by failing to accurately respond to Experian, Equifax and TransUnion; by failing to correctly report results of an accurate investigation to every other credit reporting agency; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the DEFENDANT FURNISHERS representations to the consumer reporting agencies.

73. DEFENDANT FURNISHERS violated 15 U.S.C. §1681s-2(b) by continuing to furnish inaccurate information to Experian, Equifax and TransUnion after DEFENDANT FURNISHERS had been notified of the dispute and that the information was inaccurate.

74. DEFENDANT FURNISHERS did not have any reasonable basis to believe that

1 Plaintiff was responsible for the debt allegedly owed. It also had substantial evidence by which
 2 to have verified that Plaintiff was not the responsible party or there was error or inaccurate
 3 reporting. DEFENDANT FURNISHERS knowingly chose to follow procedures which did not
 4 review, confirm or verify who the responsible party was for the debt in question. Further, even if
 5 DEFENDANT FURNISHERS would attempt to plead ignorance, it had all of the evidence and
 6 information with which to recognize and confirm Plaintiff was not the liable party.
 7

8 75. As a result of DEFENDANT FURNISHERS conduct, action and inaction, Plaintiff
 9 suffered damage by loss of time due to Plaintiff's attempts to correct the inaccurate information;
 10 stress; and the mental and emotional pain, anguish, humiliation and embarrassment of credit
 11 denials. Plaintiff has also been delayed in obtaining credit to purchase an automobile and
 12 establish his own residence because of the inaccurate reporting by DEFENDANT
 13 FURNISHERS.

15 76. Section 623(b)(1)(A) of the FCRA makes it unlawful for a furnisher of
 16 information to a Consumer reporting agency, upon receiving a notice of a Consumer dispute
 17 from the Consumer reporting agency, not to conduct a reasonable investigation of the disputed
 18 information. 15 U.S.C 1681s-2(b)" (See CFPB v Encore Capital Group, Inc., et al., CFPB File
 19 N. 2015-CFPB-022 at 124).

21 77. The Consumer Data Industry Association ("CDIA") is a trade association that
 22 represents major institutions including CRAs, and provides Metro 2 regulatory compliance
 23 training workshops, and guidance for data furnishers. The CDIA issues occasional memos for
 24 CRAs.

26 78. Defendants knew (or should have known) that in 2015, the CDIA issued a memo,
 27 whereby the CRAs agreed **that collection agencies** were no longer allowed to report any debts
 28 that were "**not the result of a contract or agreement to pay.**" (Emphasis added)

1 79. DEFENDANT FURNISHERS knew (or should have known) that it was
 2 furnishing an item that that was “not the result of a contract or agreement to pay” between
 3 Plaintiff and ANY entity regarding the alleged account. Defendants knew (or should have
 4 known) that at all times relevant, they lacked standing to furnish the item.

5 80. Defendants knew (or should have known), pursuant to the FCRA, Sec
 6 623(b)(1)(E), [15 U.S.C 1681s-2(b)(1)(E)], with subsequent “NOTICE OF DISPUTE” sent to
 7 the CRAs, “if an item of information disputed by a consumer is found to be inaccurate or
 8 incomplete or cannot be verified after any reinvestigation under paragraph (1), for purposes of
 9 reporting to a consumer reporting agency, only as appropriate, based on the result of the
 10 investigation promptly—

- 11 i. Modify the item of information;
 12 ii. Delete that item of information; or
 13 iii. Permanently block the reporting of that item of information

14 81. Defendants knew (or should have known) to “review all relevant information
 15 provided by the consumer reporting agency pursuant to section 611(a)(2) [1681i].”

16 82. DEFENDANT FURNISHERS are a “credit furnisher” within the meaning of
 17 the 15 U.S.C. §1681s-2. 15 USC§1681s-2(a) prohibits furnishers from reporting inaccurate or
 18 erroneous information about consumers. As such, it placed an affirmative duty on
 19 furnishers to correct and update information which they know, or reasonably should
 20 know, is inaccurate. The subsection requires furnishers to flag or otherwise provide notice
 21 to credit reporting agencies of any “dispute” by a consumer related to his or her credit
 22 information or history, FCRA, 15 USC§1681s-2(a)(1)-(3). Plaintiffs’ consumer credit report is
 23 a consumer report within the meaning of 15 U.S.C. §1681a(d).

24 83. The FCRA, 15 U.S.C. 1681s-2(b) has Obligations regarding credit furnishers to

1 investigate consumers disputes. Subsection 1681s-2(b) specifies a second set of obligations on
 2 a furnisher. These obligations are triggered once a credit reporting agency CRA notifies the
 3 furnisher that it has received a “notice of dispute” from the consumer pursuant to 15 U.S.C. §
 4 1681s-2(a)(2). After the disputes are received by a CRA from a consumer, it, in turn, is
 5 required under § 1681i of the FCRA to forward a consumer dispute verification (CDV)
 6 form to the furnisher, requiring it to verify the credit information and investigate its
 7 accuracy.

9 84. After receiving notice of such a dispute from a CRA, a furnisher has 5
 10 mandatory duties it must perform within 30 days:

- 11 a. to conduct “an investigation” with respect to the disputed information;
- 12 b. to “review all relevant information” provided by the credit reporting agency;
- 13 c. to “report the results of its investigation” back to the credit reporting agency;
- 14 d. if the investigation finds the existing information is incomplete or inaccurate, to
 report back those results to each of the consumer reporting agencies to whom the
 furnisher originally communicated information about the consumer; and
- 15 e. to “modify, . . . delete. . . or. . . permanently block” the reporting of any item of
 information found to be inaccurate, incomplete, or which cannot be verified as
 accurate after a reinvestigation. 15 U.S.C. § 1681s-2(b)(1).

16 85. In §1681s-2(b) duties arise only after a furnisher receives notice of dispute
 17 from a CRA. Notice of a dispute to a furnisher by a consumer directly does *not* trigger a
 18 furnisher’s duty to reinvestigate under §1681s-2(b). The consumer must dispute to a CRA,
 19 which, in turn, forwards the dispute to the furnisher. This indirect “filtering” mechanism
 20 must be followed by a consumer to give rise to a duty of investigation *under the FCRA* to
 21 the furnisher. A furnisher need not honor a dispute received directly from the consumer,
 22 whether oral or written, under the FCRA. *Such a dispute, it should be noted, does create*
 23 *a legal obligation under §1692g of the FDCPA which Plaintiff served upon defendants.*

24 86. Plaintiff notified DEFENDANT FURNISHERS, and Defendant CRA’s
 25 EXPERIAN, TRANSUNION, EQUIFAX of its dispute by writing, and defendants
 26 furnishers, EXPERIAN, TRANSUNION, EQUIFAX also received notice from the

1 three major credit reporting agencies between themselves (they have a sharing agreement) and
2 failed to correct or delete information found to be inaccurate and erroneous, between
3 this sharing agreement, and or failed to properly investigate Plaintiff's disputes.

4 87. This imposed a heightened duty and obligation for the furnisher to reinvestigate.
5 Plaintiff alleges that at all relevant times DEFENDANT FURNISHERS failed to maintain and
6 failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's
7 credit report, concerning the account in question, violating 15 U.S.C. § 1681e(b). Plaintiff
8 alleges that DEFENDANT FURNISHERS failed to conduct a proper and lawful
9 reinvestigation.

10 88. Plaintiff was denied credit from information contained in the CRA reports. All
11 actions taken by the Defendants thru the CRA's were done with malice, were done willfully,
12 and were done with either the desire to harm Plaintiff and/or with the knowledge that their
13 actions would very likely harm Plaintiff and/or that their actions were taken in violation of
14 the FCRA and state law and/or that knew or should have known that their actions were in
15 reckless disregard of the FCRA and state law. Defendants and each of their acts constitutes
16 multiple willful non-compliance with FCRA.

17 89. Defendants violated the FCRA 15 U.S.C. §1681s-2(b) by continuing their
18 representation within Plaintiff's credit file with all CRA's without also including a notation that
19 this debt was disputed; by failing to fully and properly investigate the Plaintiff's dispute of the
DEFENDANT FURNISHERS representation by failing to review all relevant information
20 regarding same; by failing to accurately respond to the CRA's; by failing to correctly report
21 results of an accurate investigation to every other credit reporting agency; and by failing to
22 permanently and lawfully correct its own internal records to prevent the re-reporting of the
23 DEFENDANT FURNISHERS representations to the CRA's.

1 90. As a result of this conduct, action and inaction of defendants, all of them, the
2 Plaintiff suffered damage by loss of credit; loss of the ability to purchase and benefit from credit;
3 and the mental and emotional pain, anguish, humiliation, and embarrassment of credit denials
4 and inaccurate CRA reporting's to general public.

5 91. Defendants conduct, action and inaction were willful, rendering it liable for actual
6 or statutory, and punitive damages in an amount to be determined by the court pursuant to 15
7 U.S.C. §1681n. In the alternative, it was negligent entitling the Plaintiff to recover actual
8 damages under 15 U.S.C. §1681o.

9 92. Defendants knew (or should have known) that **any person** who fails to comply
10 with **any requirement** imposed pursuant to the FCRA with respect to **any consumer** is liable to
11 that consumer. (Emphasis added). Defendants, and each of them, at all times relevant herein,
12 were the principals, agents employers, employees, and ratified, or approved of the acts or
13 omissions alleged herein with respect to the willful and/or negligent violations of the FCRA, and
14 were acting in the course and scope of the authority's such principals, agents, employers, and
15 employees.

16 93. Plaintiff's letter of June 12, 2022, demanding reinvestigation conferred a known
17 duty and obligation on defendants. DEFENDANT FURNISHERS continued to report inaccurate
18 information to the CRA's, certifying to each CRA the information was accurate. Defendants
19 EXPERIAN, TRANSUNION AND EQUIFAX continued to NOT properly reinvestigate and
20 report erroneous and inaccurate data to the public regarding Plaintiff. This intentional violation
21 continued from July 12, 2022 (30 days from reinvestigation letter of to present day, for a total of
22 2 months, but limited by statute to 24 months (reporting periods DEFENDANT FURNISHERS
23 certifying inaccurate information). Each violation carries with it a \$1,000 statutory damage per
24 month, per reporting to each CRA. In this case the inaccurate reporting is for all three CRA's
25
26
27
28

(EXPERIAN, TRANSUNION, EQUIFAX). This is a continuing damage until the inaccurate data is modified, deleted, or blocked, as required by statute.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against defendants, for the following:

- A. Statutory damages by DEFENDANT FURNISHERS pursuant to 15 U.S.C. §1681n; \$1,000 for each month of inaccurate reporting (2 months-continuing) to each CRA (EXPERIAN, TRANSUNION, EQUIFAX, 3 total) for a total of : \$2,000, each Defendant.
- B. Statutory damages by EXPERIAN, TRANSUNION, EQUIFAX pursuant to 15 U.S.C. §1681n; \$1,000 for each month of inaccurate reporting (2 months) for each CRA, for a total of: \$2,000, each defendant.
- C. Punitive damages to be determined at trial.
- D. Costs and reasonable attorney fees pursuant to 15 U.S.C. §1681n.
- E. In the alternative, Defendant CRA's was negligent, entitling Plaintiff to recovery under 15 U.S.C. § 1681o.
- F. Plaintiff is entitled to recover actual damages, punitive damages, costs and attorney's fees from Defendant CRA's in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and § 1681o.
- G. For such other and further relief as the court may deem just and proper.

**COUNT IV
VIOLATION OF FCRA §1681i(a)
BY ALL DEFENDANTS.**

94. Plaintiff alleges and incorporates the information in all previous paragraphs.

95. ALL Defendants violated 15 U.S.C. § 1681i(a)(1) by failing to conduct a reasonable reinvestigation to determine whether the disputed information was inaccurate and delete the item from Plaintiff's credit file. Defendants CRA's failed to conduct any independent investigation and relied upon verification from a source it knows could be unreliable.

96. Defendant CRA's violated 15 U.S.C. § 1681i(a)(4) by failing to review and consider all relevant information submitted by Plaintiff and by failing to request any account level information from DEFENDANT FURNISHERS regarding the alleged debt owed.

97. Defendant CRA's violated 15 U.S.C. § 1681i(a)(5)(A) by failing to promptly

1 delete the disputed inaccurate items of information from Plaintiff's credit file or modify the item
2 of information upon a lawful reinvestigation.

3 98. As a result of Defendant CRA's violations of 15 U.S.C. § 1681i(a), Plaintiff
4 suffered actual damages, including but not limited to: loss of credit, damage to reputation, delay
5 in obtaining credit to purchase an automobile and establish his own residence because of the
6 inaccurate reporting, embarrassment, humiliation and other mental and emotional distress.
7

8 99. Defendant CRA's violations were willful, rendering Defendant CRA's liable for
9 punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.
10

100. In the alternative, Defendant CRA's was negligent, entitling Plaintiff to recovery
11 under 15 U.S.C. § 1681o.
12

101. Plaintiff is entitled to recover actual damages, punitive damages, costs and
11 attorney's fees from Defendant CRA's in an amount to be determined by the Court pursuant to
12 15 U.S.C. § 1681n and § 1681o.
13

16 WHEREFORE, Plaintiff respectfully requests that judgment be entered against
17 Defendant CRA's, for the following:
18

- A. Judgment and compensatory and punitive damages:
- B. Statutory damages against each Defendant CRA's.
- C. Actual Damages, costs, interest against each Defendant.
- D. Attorney's fees against each Defendant.
- E. Enjoinder from further violations of these parts against each Defendant.
- F. For such other and further relief as the court may deem just and proper.

22
23 **COUNT V**
24 **VIOLATION OF FCRA §1681e(b)**
25 **BY DEFENDANTS CRA'S**

26 102. Plaintiff alleges and incorporates the information in all previous paragraphs.
27

103. Defendant CRA's violated 15 U.S.C. § 1681e(b) by failing to establish or to
28 follow reasonable procedures to assure maximum possible accuracy in the preparation of
Plaintiff's credit reports and credit files it published and maintained concerning Plaintiff.
29

1 104. As a result of Defendant CRA's violations of 15 U.S.C. § 1681e(b) Plaintiff
 2 suffered actual damages, including but not limited to: loss of credit, damage to reputation,
 3 embarrassment, humiliation and other mental and emotional distress.

4 105. Defendant CRA's violations were willful, rendering it individually liable for
 5 punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.
 6

7 106. In the alternative, Defendant CRA's was negligent, entitling Plaintiff to recovery
 8 under 15 U.S.C. § 1681o.

9 107. Plaintiff is entitled to recover actual damages, punitive damages, costs and
 10 attorney's fees from Defendant CRA's in an amount to be determined by the Court pursuant to
 11 15 U.S.C. §§ 1681n and 1681o.
 12

13 WHEREFORE, Plaintiff respectfully requests that judgment be entered against
 14 Defendant CRA's, for the following:

- 14 A. Judgment and compensatory and punitive damages.
- 15 B. Statutory damages against each Defendant CRA's.
- 16 C. Actual Damages, costs, interest against each Defendant.
- 17 D. Attorney's fees against each Defendant.
- 18 E. Enjoin from further violations of these parts against each Defendant.
- 19 F. For such other and further relief as the court may deem just and proper.

20 **COUNT VI**
VIOULATION OF CALIFORNIA ROSENTHAL FAIR DEBT COLLECTION
PRACTICES ACT (CAFDCPA), CC §1788
BY ALL DEFENDANTS.

22 108. Plaintiff alleges and incorporates the information in all previous paragraphs.

23 109. Plaintiff is a consumer within the meaning of 15 U.S.C. 1692a(3).

24 110. Defendants is seeking to collect a consumer debt from Plaintiff as defined by Cal.
 25 Civ. §1788(f).

27 111. The account in question is a consumer credit transaction as defined by Cal. Civ.
 28 §1788.2(e) as Plaintiff has allegedly received property, services or money from the Defendant on

an extension of credit and such property, services or money was used primarily for personal, family or household purposes.

112. Defendants violated §1692d of the FDCPA by engaging in conduct the natural consequence of which is to harass, oppress, or abuse the Plaintiff.

113. Defendants violated the §1788.17 of the CFDCPA by continuously failing to comply with the statutory regulations contained with the FDCPA 15 USC §1692 *et seq.* as outlined above.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against all defendants, jointly and severally, for the following:

- A. Statutory damages pursuant to §1788.30(b); \$1,000 for each Defendant;
 - B. Costs and reasonable attorney fees pursuant to §1788.30(c);
 - C. For such other and further relief as the court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: September 6, 2022

Respectfully submitted

/s/ Jesus Cerdá
JESUS CERDÁ
Plaintiff Pro SE